

COMBINED DECLARATION & POWER OF ATTORNEY - U.S.A Application

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **METHOD FOR TREATING PAIN BY PERIPHERAL ADMINISTRATION OF A NEUROTOXIN**, the specification of which

(check one) is attached hereto
 was filed on _____ as US Application Serial No. _____
or PCT International Application No. _____
and was amended on _____ (if applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a). I hereby claim foreign priority benefits under 35 USC § 119(a)-(d) or §365(b) of any foreign application(s) for patent or inventor's certificate, or §365(a) of any PCT International application which designated at least one country other than the United States, listed below and have also identified below any foreign application for patent or inventor's certificate, or PCT International application having a filing date before that of the Prior Foreign Applications(s).

Number	Country	Day/Month/Yr filed	[] Priority Not Claimed
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I hereby claim the benefit under 35 USC §119 (e) of any United States provisional application(s) listed below.

Application No.	Filing Date
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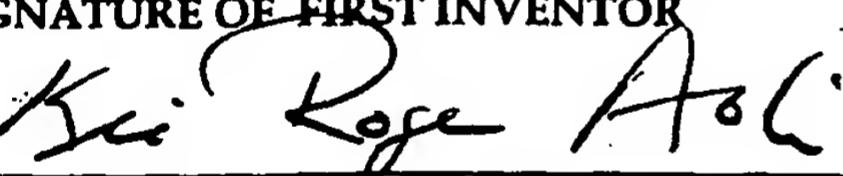
I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application(s) in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

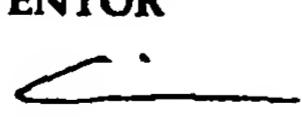
Application No.	Filing Date
-----------------	-------------

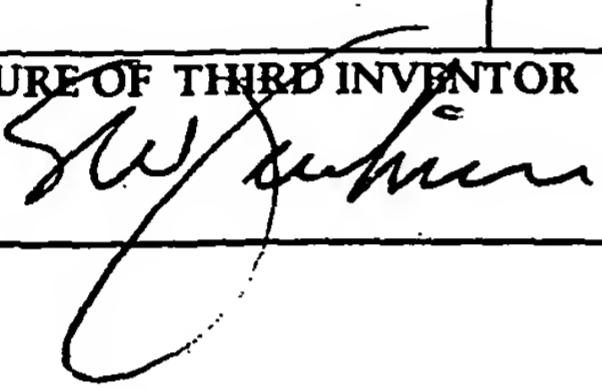
I hereby appoint **STEPHEN DONOVAN**, Registration No. 33,433 (to whom all communications are to be directed), at Allergan, Inc. (T2-7H), 2525 Dupont Drive, Irvine, CA. 92612, telephone number (714) 246-4026, facsimile number (714) 246-4249, and the below-named persons (of the same address) individually and collectively my attorneys to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith and with the resulting patent, with full power to appoint associate attorneys:

Name	Registration No.
Carlos A. Fisher	36,510
Martin A. Voet	25,208
Robert J. Baran	25,806

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

FULL NAME OF INVENTOR:		
First Name: Kei	Initial Roger	Last Name Aoki
RESIDENCE & CITIZENSHIP		
City Coto de Caza	State or Foreign Country California	Country of Citizenship USA
POST OFFICE ADDRESS		
Post Office Address 2 Ginger Lily Court	City Coto de Caza	State or Country California
Zip Code 92679		
SIGNATURE OF FIRST INVENTOR		DATE:
		4/13/00

FULL NAME OF INVENTOR:		
First Name: Minglei	Initial	Last Name Cui
RESIDENCE & CITIZENSHIP		
City Irvine	State or Foreign Country California	Country of Citizenship Peoples Republic of China
POST OFFICE ADDRESS		
Post Office Address 94 Southbrook	City Irvine	State or Country California
Zip Code 92604		
SIGNATURE OF SECOND INVENTOR		DATE:
		Apr. 13, 2000

FULL NAME OF INVENTOR:		
First Name: Stephen	Initial W.	Last Name Jenkins
RESIDENCE & CITIZENSHIP		
City Mission Viejo	State or Foreign Country California	Country of Citizenship USA
POST OFFICE ADDRESS		
Post Office Address 26481 Via Marina	City Mission Viejo	State or Country California
Zip Code 92691		
SIGNATURE OF THIRD INVENTOR 	DATE: Apr. 13, 2000	

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To: The Commissioner of Patents and Trademarks,

Please record the attached original document(s) or copy(ies):

1. Submission Type:

new
 Correction of PTO error (Reel /frame)
 Corrective Document (Reel /frame)

2. Conveyance Type:

Assignment
 License
 Merger
 Security Agreement
 Change of Name
 Other: _____

3.

CONVEYING PARTIES	
Names of Conveying Parties	
1. Kei Roger Aoki	04132000
2. Minglei Cui	04132000
3. Stephen W. Jenkins	04132000

Additional Conveying Parties Attached

4.

RECEIVING PARTIES	
Names of Receiving Parties	
Name	Allergan Sales, Inc.
Address 1	2525 Dupont Drive
Address 2	Irvine, CA 92612

Additional Receiving Parties Attached

If document is an assignment and the Receiving Party is not domiciled in the United States, an appointment of a Domestic Representative is attached.

6.

DOMESTIC REPRESENTATIVE NAME AND ADDRESS

Name

Address 1

Address 2

8.

CORRESPONDENCE NAME AND ADDRESS

Name Stephen Donovan

Address 1 Allergan, Inc. (T2-7H)

Address 2 2525 Dupont Drive

Address 3 Irvine, CA 92612

Telephone and Fax Tel: 714 246 4026; Fax: 714 246 4249

9. Total Number of pages of the conveying document, including attachments: 3

10.

APPLICATION NUMBER OR PATENT NUMBER (either; not both for same property)

Application Number	Patent Number
Application Number	Patent Number
Application Number	Patent Number

11. If this document is being filed with a NEW patent application, enter the Docket No., Title of the Invention, and date of execution of the Assignment by the first inventor:

Title of Patent Application: METHOD FOR TREATING PAIN BY PERIPHERAL ADMINISTRATION OF A NEUROTOXIN

Docket No.: 17328(AP)

Date of Execution by First Inventor: 04132000

12. Total Number of Properties Involved: 1

13. The fee amount (37 CFR §3.41) of \$40.00

may be debited from our Deposit Account No. 01-0885.
 is enclosed as check no. _____.

14. The Commissioner is authorized to deduct any additional fee amounts due in connection with the filing of this document from Deposit Account No. 01-0885.

To the best of my information and belief, all statements made herein are true, and any attached copy is a true copy of the original document.

Respectfully submitted,

SIGNATURE Stephen Donovan Date: 4/14/00TYPED or PRINTED NAME STEPHEN DONOVAN REGISTRATION NO. 33,433

ASSIGNMENT

WHEREAS we, KEI ROGER AOKI, MINGLEI CUI and STEPHEN W. JENKINS, all of ORANGE COUNTY, CALIFORNIA (hereinafter referred to as ASSIGNOR), have invented and own a certain invention entitled: **METHOD FOR TREATING PAIN BY PERIPHERAL ADMINISTRATION OF A NEUROTOXIN**, for which application for Letters Patent of the United States has been executed on even date herewith.

WHEREAS: Allergan Sales, Inc., having its principal place of business at 2525 Dupont Drive, Irvine, CA 92612 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, divisional, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalent thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this

April 13, 2000.

Kei Roger Aoki
KEI ROGER AOKI

State of CALIFORNIA)
) ss:
County of ORANGE)

On APRIL 13 2000 before me, MARY LOU MCNOWN, Notary Public, personally appeared KEI ROGER AOKI, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Mary Lou McNown
Notary Public

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this

APR. 13, 2000.

Minglei Cui
MINGLEI CUI

State of CALIFORNIA)
) ss:
County of ORANGE)

On APRIL 13 2000 before me, MARY LOU MCNOWN, Notary Public, personally appeared MINGLEI CUI, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Mary Lou McNown
Notary Public

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this

April 13, 2000.

Stephen W. Jenkins

STEPHEN W. JENKINS

State of CALIFORNIA)
) ss:
County of ORANGE)

On April 13, 2000 before me, Jennifer S. Lord, Notary Public, personally appeared STEPHEN W. JENKINS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~/she executed the same in ~~his~~/her authorized capacity, and that by ~~his~~/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jennifer S. Lord
Notary Public



Rec'd in USPTO/PCT Office. Date Stamp and Return Card.

Date: April 2, 2003 Serial No.: 113 - See attached
Title: 113 Appendix (3 pages)

Dkt. No.: 113

Enclosed Are:

Specification # , Claims # ,
 and Abstract #
 Drawings (sheets)
 Formal Informal
 Info. Disc. Statement
 Priority Documents #
 PTO 1449 W/References
 PCT Request (# pgs.)
 PCT Demand (# pgs.)
 PCT Response (# pgs.)
 PCT Amendment (# pgs.)

Declaration, Power of Attorney
 Assignment & Cover Sheet
 (covers applications)
 Amendment (Final) (# pgs.)
 Certificate of Mailing
 Issue Fee Transmittal
 Transmittal Letter
 Extension of Time
 Express Mail No.
Assignment for pending
~~Allergan Sales, Inc. applications to ALLERGAN, INC.~~
Certif. Under 37 CFR 1.10

RECORDATION FORM COVER SHEET PATENTS ONLY

To: The Commissioner of Patents and Trademarks,
Please record the attached original document(s) or copy(ies):

1. Submission Type:

new

Correction of PTO error (Reel /frame)

Corrective Document (Reel /frame)

2. Conveyance Type:

Assignment

License

Merger

Security Agreement

Change of Name

Other: _____

3.

CONVEYING PARTIES

Names of Conveying Parties	Date of Conveyance
1. Allergan Sales, Inc. (merged into Allergan Sales, LLC 6/3/2002)	March 31, 2003
2.	
3.	

Additional Conveying Parties Attached

4.

RECEIVING PARTIES

Names of Receiving Parties
Name Allergan, Inc.
Address 1 2525 Dupont Drive
Address 2 Irvine, CA 92612

Additional Receiving Parties Attached

If document is an assignment and the Receiving Party is not domiciled in the United States, an appointment of a Domestic Representative is attached.

5.

DOMESTIC REPRESENTATIVE NAME AND ADDRESS	
Name	
Address 1	
Address 2	

6.

CORRESPONDENCE NAME AND ADDRESS	
Name	Martin A. Voet (T2-7H)
Address 1	Allergan, Inc.
Address 2	2525 Dupont Drive, Irvine, CA 92612
Telephone	714-246-5894 and Fax 714-246-4249

7. Total Number of pages of the conveying document, including attachments: 17 pages

8.

APPLICATION NUMBER OR PATENT NUMBER (either; not both for same property)	
Application Number	see attached Appendix A (3 pages)
Application Number	Patent Number

9. If this document is being filed with a NEW patent application, enter the Docket No., Title of the Invention, and date of execution of the Assignment by the first Inventor:

Title of Patent Application: _____
Docket No.: _____
Date of Execution by First Inventor: _____

10. Total Number of Properties Involved: 111

11. The fee amount (37 CFR §3.41) of \$ 4,440

may be debited from our Deposit Account No. 01-0885.
 is enclosed as check no. _____.

12. The Commissioner is authorized to deduct any additional fee amounts due in connection with the filing of this document from Deposit Account No. 01-0885.

To the best of my information and belief, all statements made herein are true, and any attached copy is a true copy of the original document.

Respectfully submitted,

SIGNATURE



Date: 4/2/2003

TYPED or PRINTED NAME: Martin A. Voet.

REGISTRATION NO. 25,208

CERTIFICATE OF MAILING

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE WITH SUFFICIENT POSTAGE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: BOX ASSIGNMENT, COMMISSIONER FOR PATENTS, WASHINGTON, D.C. 20231 ON April 2, 2003 (Date)

Name of person making deposit: Mary Lou McNown

Signature:

Date

ASSIGNMENT

WHEREAS: ALLERGAN, INC., a Delaware corporation, having its principal place of business at 2525 Dupont Drive, Irvine, California 92612 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in, to and under certain inventions and in, to and under corresponding Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

WHEREAS: On June 3, 2002, ALLERGAN SALES, INC., a California corporation, was merged into ALLERGAN SALES, LLC, a Delaware limited liability company pursuant to the "Agreement and Plan of Merger" filed with the Secretary of State of the State of California and with the Secretary of State of the State of Delaware (copy attached).

WHEREAS: ALLERGAN SALES, LLC, having its principal place of business at 2525 Dupont Drive, Irvine, California 92612 (hereinafter ASSIGNEE) by virtue of the above-mentioned merger owns the entire right, title and interest in, to and under certain inventions, corresponding U.S. patent applications and foreign rights directed thereto.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE to ASSIGNEE of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNEE hereby sells, assigns and transfers to ASSIGNEE the entire right, title and interest in, to and under certain inventions in the Untied States and its territorial possessions and in all foreign countries to all Letters Patents or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for certain inventions by certain applications set forth in Appendix "A" and any continuation, divisional, renewal, substitute or reissue thereof for the full term or

terms for which the same may be granted; said sale, transfer and assignment effective June 3, 2002.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal
this 31 day of March 2003.

ALLERGAN SALES, LLC

By: Martin Voet
Martin A. Voet
Assistant Secretary

State of CALIFORNIA)
(ss.
County of ORANGE)

On March 31, 2003, before me, Mary Lou McNown,
notary public, personally appeared MARTIN A. VOET
personally known to me to be the person whose name is
subscribed to the within instrument and acknowledged to me
that he executed the same in his authorized capacity, and
that by his signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Mary Lee McNaull
Signature of Notary Public

APPENDIX "A" (Pag 1)

<u>SERIAL NUMBER</u>	<u>INVENTORS</u>	<u>ALLERGAN NO.</u>
10/104,899	Herbert K. Graham	16897-CIP
10/008,722	Aoki; et al.	16952-CON-DIV5-CIP
10/365,082	Aoki; et al.	16952-CON-DIV5-CIP- CON (BOT)
10/108,714	Regan; et al.	17023-DIV-CIP-CON
09/903,954	Michael E. Garst	17095-FWC-CIP-CON
09/998,358	Teng; et al.	17170-DIV2
10/017,660	Joseph S. Adorante	17219-CIP-CON3
10/116,492	Joseph S. Adorante	17219-CIP-CON4
09/367,712	John Sefton	17224
09/264,531	John Sefton	17235
not assigned	Olejnik; et al	17237-CON2-CIP-CON3
09/329,752	Chow; et al.	17243-CIP2
09/815,362	Chow; et al.	17243-CIP3
09/108,298	Nagpal; et al.	17253
09/294,980	Dolly; et al.	17259
	(only the portion assigned by Roger Aoki)	
09/989,295	Beck; et al.	17273-CON
09/760,133	Firestone; et al.	17278-CON
09/288,326	Sachs; et al.	17282
09/548,409	Sachs; et al.	17282-CIP
10/304,665	Klein; et al.	17276-CIP-CON
09/919,195	Massaro; et al.	17293-DIV
	(only the portion assigned by Chandraratna)	
10/305,049	Massaro; et al.	17294-CON
	(only the portion assigned by Chandraratna)	
09/548,896	Chandraratna; et al.	17295
	(only the portion assigned by Chandraratna)	
09/624,129	Muller; et al.	17300-CIP
09/838,772	Cheetham; et al.	17300-CIP2
10/236,712	Muller; et al.	17300-CIP-CON
10/194,834	Muller; et al.	17301-DIV2
09/590,447	Forman; et al.	17302
	(only that portion assigned by Beard and Chandraratna)	
09/621,179	Chandraratna; et al.	17304
09/371,354	Stephen Donovan	17310
10/114,740	Gregory F. Brooks	17310-CIP
09/648,692	Dolly; et al.	17311
09/500,147	Terrence J. Hunt	17319
10/047,058	Terrence J. Hunt	17319-CIP
10/360,098	Terrence J. Hunt	17319-CIP-CIP

APPENDIX "A" (Page 2)

<u>SERIAL NUMBER</u>	<u>INVENTORS</u>	<u>ALLERGAN NO.</u>
10/135,595	Vasudevan; et al.	17321
10/038,215	Evan B. Dreyer	17322-CON
09/692,811	Stephen Donovan	17324
09/810,601	Stephen Donovan	17324-CIP
10/071,826	Donovan; et al.	17326-CIP2
09/552,823	Pacifici; et al.	17327-CIP
10/199,222	Aoki; et al.	17328-CON
09/489,667	Stephen Donovan	17329
09/938,112	Stephen Donovan	17329-DIV
09/625,098	Stephen Donovan	17329-CIP
10/039,520	Beard; et al.	17331-REF
09/533,680	Beard; et al.	17331
09/706,211	Stephen Donovan	17341-DIV
09/706,173	Stephen Donovan	17341-DIV2
09/706,172	Stephen Donovan	17341-DIV3
09/706,215	Stephen Donovan	17341-DIV5
10/017,834	Voet; et al.	17341-CIP2
10/099,238	Voet; et al.	17341-CIP3
09/704,464	Stephen Donovan	17342-DIV2
09/835,949	Stephen Donovan	17342-CON
09/971,869	Stephen Donovan	17342-DIV-CON
09/815,156	Klein; et al.	17346
09/850,835	Kusari; et al.	17347
09/548,315	Chow; et al.	17351
09/778,975	Chow; et al.	17351-CIP
09/561,106	Stephen Donovan	17354
09/904,018	Olejnik; et al.	17361
10/236,566	Olejnik; et al.	17361-CON
10/299,386	Olejnik; et al.	17361-DIV
10/146,224	Old; et al.	17366
10/300,492	Burk; et al.	17373-CON-CIP-CON
10/004,230	Steward; et al.	17376
09/640,852	Nehme; et al.	17377
09/651,235	Vasudevan; et al.	17379
10/079,993	Vasudevan; et al.	17382-DIV
10/364,225	Vasudevan; et al.	17382-DIV2
10/097,368	Vasudevan; et al.	17383-DIV
10/097,315	Vasudevan; et al.	17383-DIV2
10/212,533	Vasudevan; et al.	17386-DIV3
10/104,433	Burk; et al.	17390-CIP
09/847,935	Woodward; et al.	17392
10/155,925	Brooks; et al.	17396-CON
09/751,053	Gil; et al.	17399

APPENDIX "A" (Page 3)

<u>SERIAL NUMBER</u>	<u>INVENTORS</u>	<u>ALLERGAN NO.</u>
10/020,541	Wheeler; et al.	17400
09/998,718	Burke; et al.	17400-CIP
09/726,949	Lin; et al.	17408
10/051,952	Patricia S. Walker	17409-CIP
10/081,126	Gerald W. DeVries	17413
09/848,249	Woodward; et al.	17415
09/848,159	Yuan; et al.	17416
10/131,848	Huth; et al.	17421
09/814,604	Klein; et al.	17425
09/922,226	Zhao; et al.	17432
10/121,076	Robert T. Lyons	17433
09/882,720	Burk; et al.	17437
10/103,301	Burk; et al.	17437-CIP
10/346,828	Burk; et al.	17437-CON
10/294,521	Burk; et al.	17438-DIV
09/956,470	Liang; et al.	17440-CIP
09/918,847	Joshi; et al.	17442
09/904,753	Robert T. Lyons	17445
09/893,159	Woodward; et al.	17446
09/942,098	Steward; et al.	17451
09/942,024	Steward; et al.	17452
10/104,385	Forman; et al.	17453-CIP
09/954,610	Martin A. Voet	17455
10/143,076	Lam; et al.	17456
10/017,817	Chang; et al.	17462
10/016,850	Hughes; et al.	17468
10/016,036	David; et al.	17476
	(only that portion assigned by Robert David)	
10/100,638	Vasudevan; et al.	17485
10/082,691	Stephen Donovan	17486
10/133,094	Stanley W. Huth	17487
10/099,239	Martin A. Voet	17489
10/099,602	Lisa D. Hanin	17493
10/143,078	Stephen Donovan	17500

00678561

*Morgan
Agreement*

State of California



SECRETARY OF STATE

I, **BILL JONES**, Secretary of State of the State of California,
hereby certify:

That the attached transcript of 1 page(s) has
been compared with the record on file in this office; of
which it purports to be a copy, and that it is full, true
and correct.

IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal of
the State of California this day of

JUN 18 2002

Bill Jones

Secretary of State

00678567

AGREEMENT AND PLAN OF MERGER

BETWEEN

ALLERGAN SALES, INC.
(a California corporation)

AND

ALLERGAN SALES, LLC
(a Delaware limited liability company)

RECEIVED - FILED
in the office of the Secretary of State
of the State of California

JUN - 3 2002

BILL JONES, Secretary of State

THIS AGREEMENT AND PLAN OF MERGER is made as of June 3, 2002 (this "Agreement of Merger"), by and between Allergan Sales, Inc., a California corporation (the "Corporation"), and Allergan Sales, LLC, a Delaware limited liability company (the "LLC", and collectively with the Corporation the "Constituent Companies").

WHEREAS, the Corporation was incorporated by the filing of Articles of Incorporation with the Secretary of State of the State of California on March 20, 1980; and

WHEREAS, the LLC was formed by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on February 25, 2002, and Allergan, Inc., a Delaware corporation and the sole member of the LLC (the "Member"), has entered into a Limited Liability Company Agreement dated as of February 25, 2002 (the "Operating Agreement");

NOW, THEREFORE, the parties hereby agree as follows:

1. Upon the terms and subject to the conditions hereof and in accordance with the California General Corporation Law (the "CGCL") and the Delaware Limited Liability Company Act (the "DLLCA"), the Corporation shall be merged with and into the LLC (the "Merger") at the Effective Time (as hereinafter defined). Following the Merger, the separate existence of the Corporation shall cease, and the LLC shall continue as the surviving entity (the "Surviving Entity") and shall succeed to and assume all of the rights and obligations of the Corporation in accordance with the CGCL and the DLLCA.

2. The parties hereto shall cause the Merger to be consummated by filing this Agreement of Merger, along with a Certificate of Merger, with the Secretary of State of the State of California pursuant to Section 1113 of the CGCL, and by filing a Certificate of Merger (the "Certificate of Merger") with respect thereto with the Secretary of State of the State of Delaware pursuant to Section 18-209 of the DLLCA. When used in this Agreement of Merger, the term "Effective Date" shall mean the date of filing of the Certificate of Merger with the Secretary of State of the State of Delaware.

3. The Merger shall have the effects set forth in Section 1113(i) of the CGCL and Section 18-209(g) of the DLLCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all of the property,

rights, privileges, powers and franchises of the Corporation and the LLC shall rest in the Surviving Entity, and all debts, liabilities and duties of the Corporation and the LLC shall become the debts, liabilities and duties of the Surviving Entity.

4. As of the Effective Time, by virtue of the Merger and without any action on the part of the Member of the LLC, or the shareholders or the Board of Directors of the Corporation, each share of capital stock in the Corporation issued and outstanding immediately prior to the Effective Time shall be canceled and extinguished without consideration. The membership interests of the LLC outstanding immediately prior to the Effective Time shall continue to be outstanding and shall not be affected by the Merger.

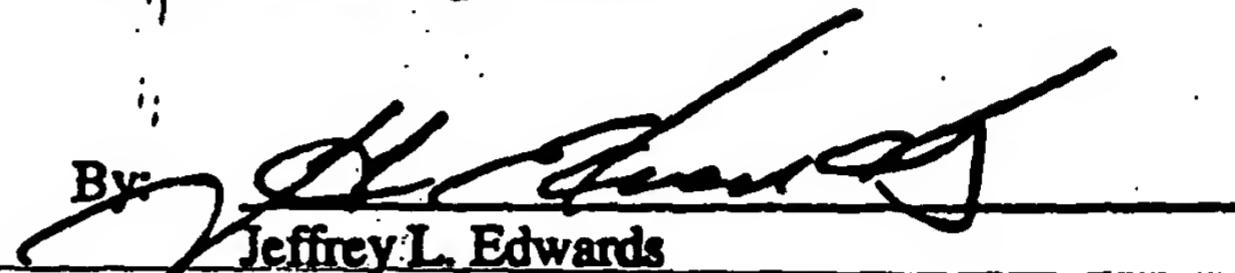
5. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of either of the Constituent Companies, or (b) otherwise to carry out the purposes of this Agreement of Merger, the Surviving Entity and its proper authorized representatives shall be authorized to execute and deliver, in the name and on behalf of either of the Constituent Companies, all such deeds, bills of sale, assignments and assurances and do, in the name and on behalf of each of the Constituent Companies, all such other acts and things necessary, desirable or proper to vest, perfect or confirm its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of such constituent Company and otherwise to carry out the purposes of this Agreement of Merger.

6. As required by the CGCL, the Surviving Entity hereby agrees to (i) be served in the State of California in any proceeding for the enforcement of an obligation of any Constituent Company and in any proceeding to enforce the rights of any holder of a dissenting interest or dissenting shares in a constituent domestic limited liability company or domestic other business entity; (ii) irrevocably appoint the Secretary of State of the State of California as its agent for service of process, which process may be forwarded to 2525 Dupont Drive, Irvine, California 92612; and (iii) promptly pay the holder of any dissenting interest or dissenting share in a constituent domestic limited liability company or domestic other business entity the amount to which that person is entitled under California law.

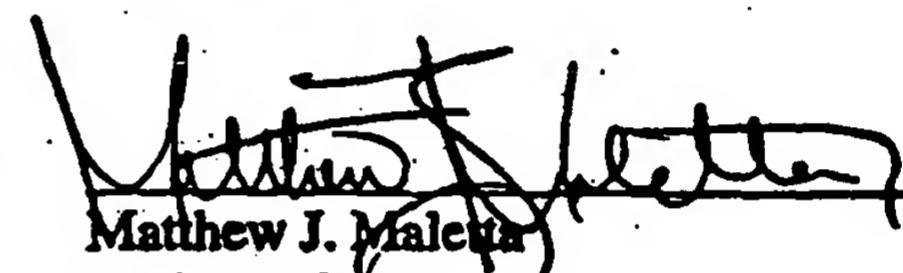
IN WITNESS WHEREOF, the undersigned have caused this Agreement of Merger to be executed by their respective officers or representatives thereunto duly authorized as of the date first above written.

ALLERGAN SALES, INC.,
a California corporation

By:


Jeffrey L. Edwards
Vice President

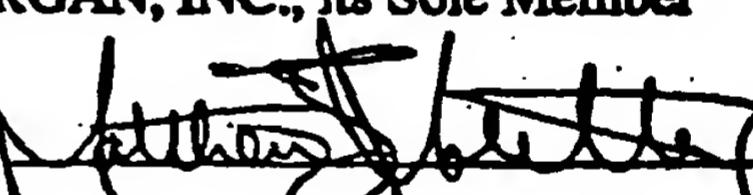
By:


Matthew J. Maletta
Assistant Secretary

ALLERGAN SALES, LLC,
a Delaware limited liability company

By: ALLERGAN, INC., its Sole Member

By:


Name: Matthew J. Maletta

Title: Assistant Secretary

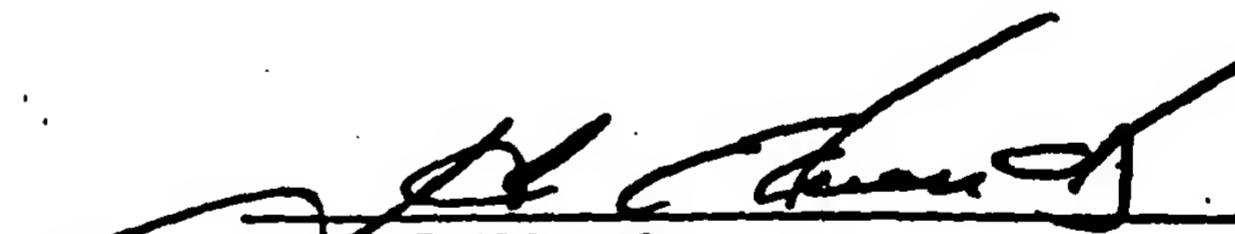
**CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER**

Jeffrey L. Edwards and Matthew J. Maletta state and certify that:

1. They are the Vice President and Assistant Secretary, respectively, of Allergan Sales, Inc., a California corporation.
2. The Agreement and Plan of Merger in the form attached was duly approved by the Board of Directors and the sole stockholder of the corporation.
3. There is only one class of shares and the total number of outstanding shares is 1,000 shares of Common Stock.
4. Approval of the Agreement and Plan of Merger by the holder of 100% of the outstanding shares of Common Stock was the vote required to approve the Agreement and Plan of Merger. The percentage of the outstanding shares of the corporation's shares entitled to vote on the Agreement of Merger which voted to approve the Agreement of Merger equaled the vote required.
5. No vote of the stockholders of the corporation's parent, Allergan, Inc., was required to approve the Agreement and Plan of Merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: June 3, 2002



Jeffrey L. Edwards
Vice President



Matthew J. Maletta
Assistant Secretary

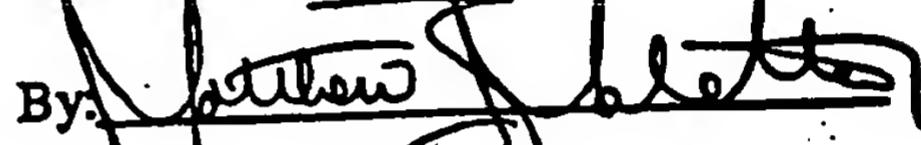
ATTACHMENT PAGE
TO
OTHER BUSINESS ENTITY
CERTIFICATE OF MERGER

18. Signature of Authorized person for the Surviving Entity

Dated: June 3, 2002

ALLERGAN SALES, LLC,
a Delaware limited liability company

ALLERGAN, INC.,
a Delaware corporation,
its sole member

By: 

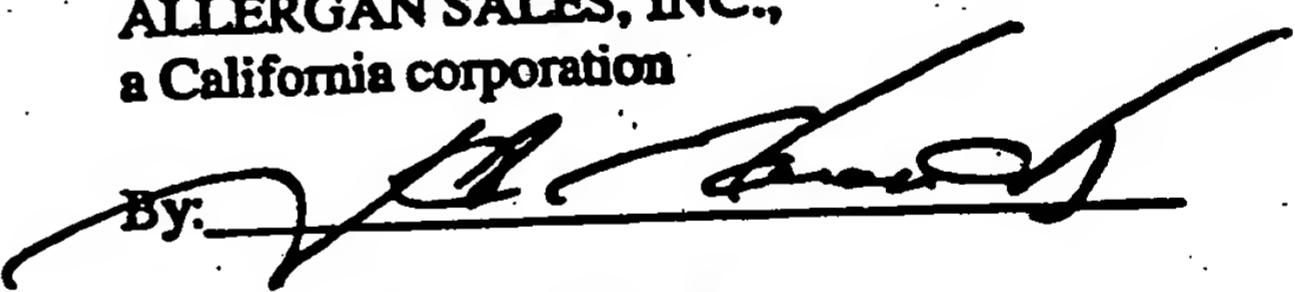
Name: Matthew J. Maletta

Title: Assistant Secretary

Signature of Authorized person for the Disappearing Entity

Dated: June 3, 2002

ALLERGAN SALES, INC.,
a California corporation

By: 

Name: Jeffrey L. Edwards

Title: Vice President

By: 

Name: Matthew J. Maletta

Title: Assistant Secretary



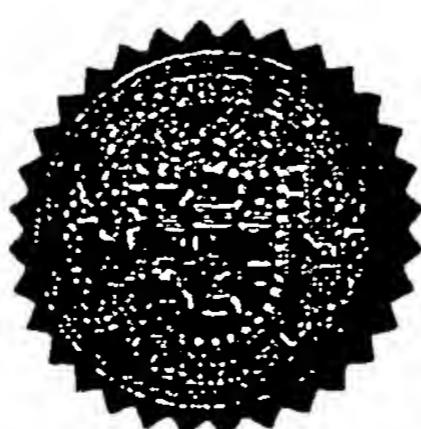
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ALLERGAN SALES, INC.", A CALIFORNIA CORPORATION,
WITH AND INTO "ALLERGAN SALES, LLC" UNDER THE NAME OF
"ALLERGAN SALES, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED
AND FILED IN THIS OFFICE THE THIRD DAY OF JUNE, A.D. 2002, AT 9
O'CLOCK A.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3496059 8100M

AUTHENTICATION: 1809761

DATE: 06-03-02

**CERTIFICATE OF MERGER
OF
ALLERGAN SALES, INC.
(a California corporation)
WITH AND INTO
ALLERGAN SALES, LLC
(a Delaware limited liability company)**

**(Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act)**

Pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act ("DLLCA"), the undersigned surviving limited liability company submits the following Certificate of Merger for filing and certifies that:

FIRST: The name and jurisdiction of formation or incorporation of the limited liability company and corporation which are parties to the merger (the "constituent entities") are as follows:

<u>Name of Entity</u>	<u>State of Formation or Incorporation</u>
Allergan Sales, Inc.	California
Allergan Sales, LLC	Delaware

SECOND: An Agreement and Plan of Merger (the "Merger Agreement") between the constituent entities has been approved and executed by each of the constituent entities which are to merge in accordance with the requirements of Section 18-209 of the DLLCA.

THIRD: The name of the surviving limited liability company is: Allergan Sales, LLC (the "Surviving Entity").

FOURTH: The merger shall become effective upon filing of this Certificate of Merger.

FIFTH: The executed Merger Agreement is on file at the office of the Surviving Entity, the address of which is 2525 Dupont Drive, Irvine, California 92612.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of the Surviving Entity or to any person holding an interest in the entity which is to merge with and into the Surviving Entity.

**STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 06/03/2002
020354968 - 3496059**

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 3rd day of June, 2002, and is being filed in accordance with Section 18-209 of the DLLCA by a duly authorized person on behalf of Allergan Sales, LLC.

ALLERGAN SALES, LLC.
a Delaware limited liability company

ALLERGAN, INC.

a Delaware corporation.
its sole member

By: 

Name: Matthew J. Maleta

Title: Assistant Secretary